



1 I, Vadim Yarovoy am the Plaintiff in this matter, and if called as a witness, I would  
2 competently testify that the following is true and correct.

3 1. The vehicle at issue in this case (the “Vehicle”) had many issues, but the primary  
4 one was the loss of the full capacity of the battery, which got worse after Tesla had an opportunity  
5 to repair it. I spent years and dozens of service visits working with Tesla’s representatives to  
6 address issues large and small. Tesla was unwilling to fix the battery issues with the vehicle not  
7 only while under warranty and they confirmed it shows faults and diminished range, but later as  
8 well after they broke the battery further to hold only 30 miles of range during a service visit to  
9 fix an airbag light. Eventually, I found a third-party repair shop which understood the battery  
10 issue and was able to replace the battery which cost me about \$11,500.00

11 2. Unable to resolve the matter on my own, I sought legal counsel. The first law firm  
12 that I engaged in made me write demand letters myself and was more interested in getting more  
13 money from the legal insurance I had at my work by talking about unrelated matters, so I promptly  
14 fired them and decided to seek another law firm.

15 3. I spoke with several law firms and eventually was referred to Daniel LeBel.

16 4. Mr. LeBel presented and I had thorough conversations about my experience with the  
17 Vehicle, the relevant law and the value of my legal claims, we discussed my goals and he  
18 answered all the questions I had and kept me updated, either personally or through his assistant  
19 Jacqueline. We made several offers which Tesla rejected and, in turn Tesla made offers which  
20 Mr. LeBel and I discussed, including the meaning and consequences of various nonmonetary  
21 terms which Tesla sought in various versions of Tesla’s proposed settlement agreement.

22 5. The issues with my Vehicle did not stop when I filed the case, there were additional  
23 new defects continuing to occur. Mr. LeBel worked with me to document these and incorporate  
24 them in the case going forward.

25 6. Mr. LeBel was able to negotiate a far better settlement amount under far better terms  
26 compared to Tesla’s offers before and during litigation. My attorneys’ fees for prosecuting the  
27 matter of approximately \$25,000 and costs of \$550 were worth the results I obtained.

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I declare under penalty of perjury under the laws of California, that the foregoing is true and correct.

This declaration was executed at Redwood City, California.

Dated: February 8, 2024.

*Vadim Yarovoy*

VADIM YAROVY

CONSUMER LAW PRACTICE OF DANIEL T. LEBEL